



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center

July 15, 2003

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – June 10, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

McLean County Board of Health
Ms. Joanne Maitland
12401 North 750 East Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

Board for Care & Treatment of Persons with
Developmental Disabilities (377 Board)

Ms. Joanne Maitland
12401 North 750 East Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

T.B. Care and Treatment Board

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

- b) Request Approval of an Intergovernmental Agreement for Exchange of Election Reports and Economic Interests Software Programs with Peoria County – Information Services Department 1-7
- c) Request Authorization to Purchase Mobile Data Computers (MDC) for Sheriff's Department – Information Services Department 8
- 2) Items to be Presented for Information:
 - a) News Release – "McLean County's Website Ranked Third in Nation's First Digital Counties Survey" – Information Services Department 9-12
 - b) Information Services – Monthly Status Report 13-14
 - c) General Report
 - d) Other

B. Property Committee – Chairman Bostic

1) Items to be Presented to the Board:

- a) Request Approval of a Three-Year Contract for Garbage Collection and Recycling for County Facilities – Facilities Management Department
- b) Request Approval of a Master Natural Gas Contract with Vanguard Energy Services for County Facilities – Facilities Management Department
- c) Request Approval of a Resolution Declaring the McBarnes Memorial Building Surplus Property and Providing for the Sale of the Building – County Administrator's Office 15-16
- d) Request Approval of a Lease Agreement between McLean County and State Farm Insurance Companies For 304 North Hershey Road, Bloomington, Illinois 17-34
- e) General Report

- f) Other

C. Transportation Committee - Chairman Bass

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance County Highway Fund 0120, Highway Department 0055 – GIS Grant 35-36
- 2) Items to be Presented to the Board:
 - a) Request Approval of a Resolution For Approval of Equipment Bids
 - b) Request Approval of Bridge Petition for West Road District – Section 2003 West Joint Culvert Drainage Structure
 - c) Request Approval of Professional Services Agreement with Lewis, Yockey & Brown, Inc. for various Land Surveying and Platting Services
 - d) Request Approval of Preliminary Engineering Services Agreements with Rice, Berry and Associates
 - e) Request Approval of 80,000 Pound Truck Access Route Agreement with Illinois Department of Transportation
 - f) General Report
 - g) Other

D. Finance Committee – Chairman Sorensen

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Appropriation and Budget Ordinance for Fund 0106 – Health Department 37
- 2) Items to be Presented to the Board:
 - a) Request Approval of a Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution for Fund 0106 – Health Department
 - b) Request Approval of a Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution for Fund 0120, County Highway Fund, Department 0055, County Highway Department – GIS Specialist

- c) Request Approval of a Resolution for an Addendum to a Professional Service Contract between McLean County and Mr. Joseph E. Meyer – Treasurer's Office
- d) Request Approval to Receive and Place on File the Comprehensive Annual Financial Report as of December 31, 2002, the Management Letter of Advisory Comments, and Single Audit Report
- e) General Report
- f) Other

E. Justice Committee – Chairman Renner

1) Items to be Presented to the Board:

- a) Request Approval of an Ordinance for the Establishment of Drug and Alcohol Testing Fees in McLean County – Court Services Department
- b) Request Approval of a Quotation for Purchase and Installation of Movable Shelving Units – Circuit Clerk's Office
- c) Request Approval of an Agreement between the Illinois Department of Public Aid and the Circuit Clerk's Office for Child Support – Circuit Clerk's Office (To Be Considered at a Stand-up Meeting Prior to the Board Meeting)
- d) General Report
- e) Other

F. Land Use and Development – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request by Corn Belt Energy Corporation For a Waiver of Preliminary Plan Requirements and One Lot Final Subdivision Plat for the Corn Belt/Weber Subdivision, File S-03-07
- b) Request by Frank Koe for Approval of a Preliminary Subdivision Plan for 355 Lots in Franklin Heights Subdivision, File S-03-02
- c) General Report
- d) Other

G. Report of the County Administrator

1) Items to be Presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
8. Adjournment

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INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request Approval of Intergovernmental Agreement
with Peoria County
for the Exchange of Election Reports & Economic Interests Program**

July 9, 2003

To the Honorable Members of the Executive Committee:

Information Services requests approval to share with Peoria County source and application code which has been developed by the McLean County Information Services department. In exchange, McLean County will receive from Peoria County a number of Crystal Reports written by their staff.

This agreement has been reviewed by the Civil State's Attorney of McLean County as well as legal counsel for Peoria County and meets with both offices' approval.

It is our hope that both Counties may realize cost-savings by sharing the expense of development and effort.

I'll be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson
Director, Information Services.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
McLEAN COUNTY, ILLINOIS and PEORIA COUNTY, ILLINOIS
TO EXCHANGE SOFTWARE CREATED BY THEIR EMPLOYEES

WHEREAS, McLean County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with Peoria County; and

WHEREAS, Peoria County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with McLean County; and

WHEREAS, McLean County and Peoria County deem it to be in the best interests of the citizens of McLean County and the citizens of Peoria County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings for exchanging McLean County's Economic Interest Program for Peoria County's election-related Crystal Reports; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

McLean County:

1. Shall provide to Peoria County application software source code and executable code authored by employees of McLean County which assists the County Clerk in his/her management of information related to the Economic Interests Program (EIP).
2. Will provide a basic description to Peoria County as to the intended use and nature of the program.
3. Will provide information as to what development tools and platforms were used in the creation of the program.

4. Hereby disclaims with respect to all services, software products, updates or other versions provided hereunder, all express and implied warranties, including any implied warranties of merchantability, title or warranties of fitness of for a particular purpose.
5. Will be responsible for any modifications, adaptations or applications of the election programs provided by Peoria County needed in order for the programs to suit the purposes and uses of McLean County.
6. Will be responsible for any modifications, adaptations or applications of the election reports due to the installation of any other software or hardware upgrades.
7. Shall be responsible for any of McLean County's licensing costs associated either directly or indirectly with the use of the election programs.
8. Agrees that neither the executable code nor source code shall be released to any other person or entity. McLean County will not sell, transfer, publish, disclose, display or otherwise make available the software or copies thereof to any other County or party other than its own affiliates or employees and shall store the source code in a location not available to the general public.
9. Agrees that acceptance of the election programs does not constitute a belief or obligation upon the part of McLean County that any of these programs are designed to meet the statutory or legal reporting obligations of McLean County.
10. Agrees that no liability will be attributed to Peoria County or any of its agents, employees, board members or contractors should the election programs not meet the anticipated needs of McLean County.
11. Agrees that no liability will be attributed to Peoria County or any of its agents, employees, board members or contractors for any damages sustained by McLean County as a result of the implementation, storage or possession of the election programs.

12. Agrees that the election programs are provided 'as is' and that Peoria County has no obligation to alter, fix or upgrade the delivered software in order to meet the needs of McLean County.
13. Acknowledges that Peoria County has no obligation to provide updates, fixes, patches or repairs for reports or programs supplied to McLean County.
14. Shall keep confidential any proprietary, business, trade secret, copyright, patent or other such information of the County of Peoria, or of any of its vendors, suppliers or agencies which it learns as the result of this agreement.

Peoria County:

1. Shall provide to McLean County application software source code and executable code authored by employees of Peoria County which assists the County Clerk in his/her management of elections.
2. Will provide a basic description as to the intended use and nature of the program.
3. Will provide information as to what development tools and platforms were used in the creation of the program.
4. The County of Peoria hereby disclaims with respect to all services, software products, updates or other versions provided hereunder, all express and implied warranties, including any implied warranties of merchantability, title or warranties of fitness for a particular purpose.
5. Will be responsible for any modifications, adaptations or applications of the EIP provided by McLean County needed in order for the programs to suit the purposes and uses of Peoria County.
6. Will be responsible for any modifications, adaptations or applications of the EIP due to the installation of any other software or hardware upgrades.

7. Shall be responsible for any of Peoria County's licensing costs associated either directly or indirectly with the use of the EIP.
8. Agrees that neither the executable code nor source code shall be released to any other person or entity. Peoria County will not sell, transfer, publish, disclose, display or otherwise make available the software or copies thereof to any other County or party other than its own affiliates or employees and shall store the source code in a location not available to the general public.
9. Agrees that acceptance of the EIP does not constitute a belief or obligation upon the part of Peoria County that any of these programs are designed to meet the statutory or legal reporting obligations of Peoria County.
10. Agrees that no liability will be attributed to McLean County or any of its agents, employees, board members or contractors should the EIP not meet the anticipated needs of Peoria County.
11. Agrees that no liability will be attributed to McLean County or any of its agents, employees, board members or contractors for any damages sustained by Peoria County as a result of the implementation, storage or possession of the EIP.
12. Agrees that the EIP is provided 'as is' and that McLean County has no obligation to alter, fix or upgrade the delivered software in order to meet the needs of Peoria County.
13. Acknowledges that McLean County has no obligation to provide updates, fixes, patches or repairs for reports or programs supplied to Peoria County.
14. Shall keep confidential any proprietary, business, trade secret, copyright, patent or other such information of the County of McLean, or of any of its vendors, suppliers or agencies which it learns as the result of this agreement.

Peoria County and McLean County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either County may unilaterally terminate this Agreement without cause with 30 days notice. Either party may terminate this agreement without notice upon a breach of a material term of this agreement.
2. This Intergovernmental Agreement is subject to the approval of the McLean County Board and Peoria County Board before it becomes effective.
3. Neither party may assign its obligations under this contract without the express written consent of the other party.
4. This agreement is not exclusive to Peoria County and that the County of McLean may sell or exchange the EIP and related codes to other parties.
5. This agreement is not exclusive to McLean County and that the County of Peoria may sell or exchange the election programs and related codes to other parties.
6. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
7. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

8. Under no circumstances whatsoever shall the County of McLean be liable to Peoria County for any special, consequential, indirect, circumstantial or incidental damages of any kind. In no event whatsoever shall the County of McLean's liability to Peoria County for any reason exceed in the aggregate the mutually agreed to compensation for the software provided under this agreement.
9. Under no circumstances whatsoever shall the County of Peoria be liable to McLean County for any special, consequential, indirect, circumstantial or incidental damages of any kind. In no event whatsoever shall the County of Peoria's liability to McLean County for any reason exceed in the aggregate the mutually agreed to compensation for the software provided under this agreement.

Peoria County and McLean County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For Peoria County:

For McLean County:

David Williams, Chairman
Peoria County Board

Michael Sweeney, Chairman
McLean County Board

ATTEST:

ATTEST:

Jo An Thomas
Clerk of the Peoria County Board
Peoria County, Illinois

Peggy Ann Milton,
Clerk of the McLean County Board
McLean County, Illinois

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

Request for Approval To Mobile Data Computers Under State Bid Contract

July 9, 2003

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase 15 mobile data computers under the Illinois State Bid contract. The 15 computers are part of the approved budget under the Lease/Purchasing line for Information Services in fiscal year 2003.

The specific machine for this contract is a Panasonic CF-28STJGZDM 1Ghz Toughbook Laptop, with 512 MB Ram, 30GB hard drive, touchscreen, floppy drive, a rubber backlit keyboard, Windows 2000 and retro-fit docking piece as these replace the CF-27s currently in service.

The cost is as follows:

Item	Model	Qty	Unit Price	Extended Total
Panasonic CF-28	CF-28 STJGZDM	15	\$3687	\$55,305
Backlist keyboard	CF-WMKB281	15	\$ 245	\$ 3,675
Memory Upgrade	CF-WMBA91256	15	\$ 59	\$ 885
Retro fit kit	RFK	15	\$ 50	\$ 750
Total				\$60,615

These mobile computers replace those in use in the Sheriff's department. The current laptops are at the end of their life, and no longer supported under warranty. Nor do the laptops being replaced any longer meet the minimal requirements for Motorola SCA-mobile data software.

County purchasing policy states (Chapter 17.58-1) "If, in the opinion of the department head and/or County Administrator and with the approval of the appropriate Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in Chapter 127 of the Illinois Revised Statutes, the department head shall not be required to request quotations for items with a cost of \$1000 or more or to request competitive bids for items with a cost of more than \$10,000".

I welcome any questions or comments you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services

NEWS RELEASE
FOR IMMEDIATE RELEASE
June 25, 2003

CONTACT: Rhonda Wilson
916/932-1321
rwilson@centerdigitalgov.com

McLean County Government Picks up Website Award in Nation's First Digital Counties Survey

Sacramento, Calif. – Based on a population category of 150,000-249,999, McLean County, IL, ranks third in utilizing information technology (IT) to deliver high quality service to its customers and citizens, according to the 2003 Digital Counties Survey, a new study conducted jointly by the Center for Digital Government, National Association of Counties (NACo) and *Government Technology* magazine. McLean County was the only County from Illinois to place in the top 10 within any of the population categories.

Underwritten by Microsoft Corp., the Digital Counties Survey is the first in a series of national studies by the Center examining how governments are evolving in their use of IT to improve the overall delivery of services to their customers and citizens. City and state governments will be profiled in the coming months. Results from all of the surveys will be used as a bellwether for electronic government and provide models for best practices.

Launched in March, the Digital Counties Survey grouped counties into four categories based on population: 500,000 or more; 250,000-499,999; 150,000-249,999; and less than 150,000. Taking first-place positions in the last three population categories, respectively, are Prince William County, Va.; York County, S.C.; and Charles County, Md.

All counties in the United States were invited to participate. Officials responded to a set of 17 questions and ranked their jurisdiction according to a four-point scale, providing URLs and background data for final verification and validation. The questions were developed after months of input from recognized local government experts.

"The Digital Counties Survey shows that technology is truly transforming government as we know it at the county level," said Cathilea Robinett, executive director

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Digital Counties Survey – 2

of the Center for Digital Government. "In an era of scarce public resources, information technology holds particular promise in helping local governments execute more effectively in producing priority-driven results. We are pleased to support and acknowledge the hard work and innovations put forth by these county government leaders."

Digital Counties Survey Statistics

In every population category, 38 percent or more of respondents offered the public emergency preparedness information as a direct link on the homepage of the county website. An average of 82.3 percent of all counties offered the public the ability to search for 50 percent or more of county job information online. On average, 85 percent of all respondents provide e-mail for their governing body with an average response time of a few days. Fifteen percent of the counties provide either audio or video or some live streaming video to share meetings of the county governing body with the public. Many provide cable television coverage.

"The Web has become a critical tool for service delivery in counties," said NACo Executive Director Larry E. Naake. "Citizens have come to expect the same convenience from counties that they receive from buying books and paying their utility bills online. The winning counties offer excellent examples of how to bring government closer to the people and improve the way services are provided."

The Top Ten

Rounding out the top ten behind Maricopa County, AZ in the 500,000 or more population category are Miami-Dade County, Fla.; Montgomery County, Md., and Orange County, Fla. (tied for third); Orange County, Calif., and San Diego County, Calif. (tied for fourth); Riverside County, Calif.; Los Angeles County, Calif.; Bernalillo County, N.M., and Kent County, Mich. (tied for seventh); Fairfax County, Va.; Contra

Costa County, Calif., and Fulton County, Ga. (tied for ninth); and Mecklenburg County, N.C.

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Digital Counties Survey – 3

“On behalf of the leaders and technologists at Maricopa County, we thank the Center for Digital Government and NACo for this very exciting recognition,” said Linden Thatcher, CIO of Maricopa County. “Where once technology was seen as an infrastructure used by individual departments to meet operational needs, it is now known as the enabling foundation which supports every government leader, service provider and decision maker throughout the entire enterprise. Within our region, we consistently strive to partner with the State of Arizona and City of Phoenix to build a transparent intergovernmental ‘Digital Desert’ culture.”

“This award shows that Maricopa County is leading the way into the 21st century, providing information and services to its citizens through state of the art technology,” added Fulton Brock, chairman, Maricopa County Board of Supervisors.

Rounding out the top ten behind Prince William County in the 250,000-499,999 population category are Dakota County, Minn.; Johnson County, Kan.; Lee County, Fla., and Seminole County, Fla. (tied for fourth); Ada County, Idaho and Volusia County, Fla. (tied for fifth); Greenville County, S.C., and Sarasota County, Fla. (tied for sixth); Lucas County, Ohio; Utah County, Utah; Imperial Polk County, Fla.; and Washtenaw County, Mich.

Rounding out the top ten behind York County, S.C. in the 150,000-249,999 population category are Leon County, Fla.; McLean County, Ill.; Frederick County, Md.; Clermont County, Ohio; Hamilton County, Ind.; Racine County, Wis.; Jackson County, Ore.; Carroll County, Md.; Cumberland County, Pa., and El Dorado County, Calif. (tied for tenth).

Rounding out the top ten behind Charles County, Md., in the less than 150,000 population category are Florence County, S.C., Hernando County, Fla., and Sutter County, Calif. (tied for second); Stearns, County, Minn.; Cochise County, Ariz.; and

Skagit County, Wash.; Blue Earth County, Minn.; Albemarle County, Va.; Steuben County, N.Y.;

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Digital Counties Survey – 4

Randolph County, N.C.; Eagle County, Colo., Pennington County, S.D., and Stanly County, N.C. (tied for tenth).

In recognition of their achievements, the top-ranked counties will be honored at NACo's annual conference and exposition on July 13 in Milwaukee. In August, the Center will publish a Best of Breed report with profiles of some of the most innovative, cutting-edge programs gleaned from the Digital Counties Survey.

For more information on the Center for Digital Government or the Digital Counties Survey, contact Rhonda Wilson at 916/932-1321 or rwilson@centerdigitalgov.com

ABOUT THE CENTER FOR DIGITAL GOVERNMENT

The Center for Digital Government (www.centerdigitalgov.com) is a national research and advisory institute providing government, education and industry leaders with decision support, research and resources to help them effectively incorporate new technologies in the 21st century.

ABOUT NACo

NACo (www.naco.org) was created in 1935 when county officials wanted to have a strong voice in the nation's capital. More than six decades later, NACo continues to ensure that the nation's 3,066 counties are heard and understood in the White House and the halls of Congress. NACo's membership totals more than 2,000 counties, representing over 80 percent of the nation's population.



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

Information Services Status Report July 15, 2003

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

This month presented challenge to Information Services which was unique in my association with the County. Information Services is greatly indebted to many community organizations and businesses that provided support and aid in addressing technology needs and issues.

We are likewise grateful for the professionalism, patience and cooperation shown by our fellow County employees as they reached out to assist us.

We are especially grateful for the work of Facilities Management. Our thankfulness to Jack Moody, Tom Hawk and the rest of the Facilities team for quickly restoring power to our data processing center cannot be overestimated. They were absolutely key in allowing us to meet our goals such as on-time payroll, cafeteria checks, child support disbursements, etc.

I personally am grateful to an incredibly hard-working staff. Each person in my department has contributed above and beyond their normal duties in the last month. Special mention should be made that especially extraordinary efforts were put forth by Mike Gallagher, Bob Bloodworth, Glenn Stubblefield and Sharon Daniels.

Today information Services is primarily occupied with issues related to the event, such as the use of temporary computers, displaced departments and the additional Hershey location. The individual assignments and accomplishments related to these efforts are too many to enumerate here.

Other reportable items from the past month include

McLean County has been designated as a NACO award recipient this year, having achieved excellence in the development of its website. The NACO press release is enclosed in the packet. McLean County, the only County in Illinois to be awarded in any category, earned 3rd place in the category of Counties having a population between 150,000 and 250,000.

I am attending an awards ceremony in Milwaukee on Sunday, July 13th to accept the award on behalf of the County. I congratulate our webmaster, Lee Williams on his professional and creative management of our website, and for enabling the County to be served through this medium.

A short summary of items available through the County website includes: Online payment of property taxes, Mobile Home taxes and parcel lookup information; Juror reporting status; Court case history

lookup; real-time election results; parks information and registration systems; online lookup of recorded documents; agendas, minutes and job openings.

We also make numerous forms available for download. As this is being typed, the top 10 downloaded forms are:

1. County Job Application
2. Vital Records Application
3. Non Farm Assessment Complaint Form
4. Property Assessment Appeals Information
5. 11th Circuit Court Rules
6. Zoning Ordinances
7. Restaurant Inspection Scores
8. Area Map
9. Recorder's Fee List
10. Eleventh Judicial Circuit Information

Other Miscellaneous Items for Information Services in June, 2003:

General Administration:

Mr. Nelson has been selected as a speaker at the Digital Summit Conference in Springfield.
Continued working on RFP for new Property Tax System
Crystal Reports training classes are in session for multiple departments.
Worked on cable & hardware needs for Govt Ctr.

Hardware/Network

Formal planning for Windows 2000 Upgrade and testing
6/15 Relocation Assistance and Support

Programming/Database/Web

Awaiting latest results of testing ADR for Circuit Clerk's office
Implemented public access by web for Circuit Clerk's system and dockets.
Added Mobile home tax payment to the web.

Respectfully submitted,



Craig Nelson
Director of McLean County Information Services

**RESOLUTION OF THE McLEAN COUNTY BOARD
DECLARING THE McBARNES MEMORIAL BUILDING
SURPLUS COUNTY PROPERTY AND PROVIDING FOR THE SALE
OF THE PROPERTY**

WHEREAS, pursuant to Illinois law, the McLean County Board may declare property, buildings, and capital equipment as "surplus property" and thereby offer said property, buildings, and capital equipment for sale by sealed bid auction or oral auction; and,

WHEREAS, the McBarnes Memorial Building, 201 East Grove Street, Bloomington, Illinois was given to McLean County for use by County government and/or by other appropriate community based not for profit corporations; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 5, 2003, recommended that the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, be declared as "surplus property" and be offered for sale by sealed bid; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) In accordance with the provisions of Illinois law, the McLean County Board hereby declares the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, "surplus property" and further declares that the McBarnes Memorial Building shall be offered for sale by sealed bid auction
- (2) The County Clerk shall provide a certified copy of this Resolution to the Director of Facilities Management, the County Administrator, and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 22nd day of July, 2003

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the McLean
County Board, McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

WILLIAM A. YODER

McLean County State's Attorney

R. Brian Hug
Assistant State's Attorney

Law and Justice Center
104 W. Front Street, Room 701
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5110

MEMORANDUM

To : The Honorable Chairman and Members of the Property Committee
From : R. Brian Hug, Assistant State's Attorney
Re : Surplus Property
Date : June 2, 2003

Pursuant to the Property Committee's request and a number of questions raised by County Board Members I have done a review of the law for your assistance in making decisions regarding surplus County property.

A county holds property in trust for the benefit of the inhabitants of the County. The County is bound to administer such property faithfully, honestly and justly, and is guilty of a breach of trust by disposing of its valuable property without any, or a nominal, consideration. County property cannot be arbitrarily or capriciously disposed of, it must be sold for the most that it will bring in the market. There are no statutory provisions authorizing the County to make a gift or donation of county real property or the rental value of such property. The renting of County property for a nominal consideration would be tantamount to a gift of the rental value of such property. 1974 A.G. Opinion No. S-691.

The County has followed a consistent practice of declaring property surplus property prior to selling. While the Municipal code requires towns and cities to have property appraised prior to sale there is no such requirement of counties. While open bidding is not required it is consistent with the county's obligation to obtain the highest price for the property. The property must be exposed to the market in a way that is designed to ensure that the County obtains full value for the property.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

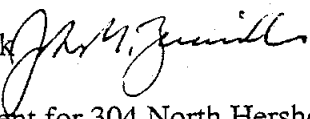
104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 3, 2003

Memo to: The Honorable Chairman and Members of the Property Committee

From: John M. Zeunik 

Re: Lease Agreement for 304 North Hershey Road, Bloomington, Illinois

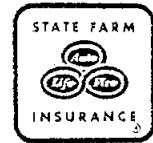
For your review and approval, attached please find the Lease Agreement between McLean County and State Farm Insurance Companies for the 304 North Hershey Road Building. Mr. Eric Ruud, First Civil Assistant State's Attorney, negotiated the Lease Agreement with State Farm. Pursuant to the emergency authority granted by Board policy to the County Administrator and pursuant to the recommendation of the First Civil Assistant State's Attorney, I approved and executed the Lease Agreement on Friday, June 20, 2003, so that the Temporary Branch Court facility could be ready to open on Monday, June 23rd.

The term of the Lease Agreement is 120 days with a provision to terminate the Lease Agreement by giving 30 days written notice. The monthly rent is \$1.00 payable in advance of the 20th day of the month. Under the Lease Agreement, State Farm provides all water, electricity, heat, and air conditioning required for the County's use.

I hereby respectfully request that the Property Committee recommend to the County Board approval of the Lease Agreement. Should you have any questions about the Lease Agreement, please call me at 888-5110.

Thank you.

State Farm Insurance Companies



Corporate Headquarters
One State Farm Plaza
Bloomington, Illinois 61710-0001

James R. Engelman
Investment Counsel
Phone (309) 735-1055
Fax (309) 766-7423

VIA REGULAR US MAIL

June 24, 2003

John M. Zeunik
McLean County Law & Justice Center
104 West Front Street, Suite 701
PO Box 2400
Bloomington, IL 61702-2400

Re: State Farm – McLean County Lease (304 N. Hershey Road, Bloomington, IL.)

Dear Mr. Zeunik,

Enclosed herein please find one fully executed, original copy of the above-referenced lease.

Please do not hesitate to contact me if you have any questions or should any issues arise.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. R. Engelman", written over a horizontal line.

James R. Engelman, Counsel

Cc: (without enclosures)
Kevin Callis
Natalie Brunson-Wheeler
Victor Green
Eric Ruud

OFFICE LEASE

THIS LEASE is made this 20th day of June, 2003, by and between State Farm Mutual Automobile Insurance Company, an Illinois corporation (hereinafter referred to as "Landlord"), and the County of McLean, Illinois (hereinafter referred to as "Tenant".)

In consideration of the rental specified below and the covenants hereinafter stipulated, Landlord does hereby lease to Tenant and Tenant leases from Landlord the Building containing approximately 11,047 square feet and the lot on which it is located situated in the City of Bloomington, County of McLean, State of Illinois, and with the address of 304 N. Hershey Road.

The Building, the lot and all improvements and appurtenances therein, is herein called "the Premises."

1. TERM

- 1.01. The term of the Lease is for 120 days and shall commence on the 20th day of June, 2003, or on such earlier date as Tenant may take possession of the Premises, and shall end on October 18, 2003. Notwithstanding the above stated term and the provisions of Article 18.01(a) below, Tenant may terminate this Lease prior to October 18, 2003 upon 30 days written notice provided to Landlord in accordance with the provisions of Article 20 below.

2. POSSESSION

- 2.01. Landlord agrees to cause the Premises to be completed in accordance with the plans, specifications and agreements approved by both parties. Approval of plans, specifications and agreements by Landlord shall not be construed as a representation that they are suitable for Tenant's intended use or are in compliance with any laws or regulations.
- 2.02. If permission is given to Tenant to occupy the Premises prior to the date specified for commencement of the term hereof, such occupancy shall be subject to all of the provisions of this Lease.
- 2.03. Tenant's taking possession shall be conclusive evidence as against the Tenant that the Premises were in good order and satisfactory condition when Tenant took possession.

3. RENT

- 3.01. Tenant shall pay Landlord a monthly rent of one dollar (\$1.00), in lawful money of the United States which shall be legal tender at the time of payment, in advance on the 20th day of each calendar month during said term, at the office of Landlord or at such other place as Landlord may from time to time so designate in writing, except that the first month's rent shall be paid upon the execution hereof. Said rental shall be paid without deduction or set off. The installment of

rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month.

4. HOLDING OVER

- 4.01. Without Landlord's consent, Tenant shall have no right to hold over after the expiration of the term of this Lease. If with Landlord's consent, Tenant holds over after the termination of this Lease, Tenant shall become a tenant from month-to-month only, upon each and all of the terms herein provided as may be applicable to such month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. In such event, Tenant shall continue in possession until Tenant or Landlord shall have given to the other party a written notice of its intention to terminate such tenancy. Such written notice must be given no less than thirty (30) days prior to said termination date.

5. USE

- 5.01. Tenant shall use and occupy the Premises for Tenant's customary business operations and for no other purpose.

- 5.02. Tenant shall:

- a. Not use or permit upon the Premises anything that would invalidate any policies of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Premises or on the Building;
- b. Pay all extra insurance premiums which may be caused by the use which Tenant shall make of the Premises;
- c. Not in any manner deface or injure the Premises or any part thereof or overload any floor of the Premises.
- d. Not do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb the occupants of neighboring property, or tending to injure the reputation of the Premises.
- e. Comply with all governmental, health and police requirements and regulations respecting the Premises.
- f. Not use the Premises for lodging or sleeping purposes or for any immoral or illegal purpose, nor conduct or permit to be conducted upon the Premises any activity contrary to any of the laws of the United States of America or laws, regulations or ordinances of the state, county, or municipality in which the Premises is situated, nor commit or suffer to be committed any waste upon the Premises.
- g. Comply with Rules And Regulations as attached hereto as Exhibit "A."

6. BUILDING SERVICES

- 6.01. Landlord shall provide all water, electricity, heat and air conditioning required for Tenant's use. Tenant shall procure and pay for its own vending, garbage disposal and janitorial services. Landlord shall not be liable under any circumstances for loss, however occurring, through or in connection with or incidental to any interruption as to any of the foregoing, unless such cessation or interruption is caused by the knowing and intentional acts of the Landlord.
- 6.02. Tenant will not, without the written consent of Landlord, use any apparatus or device in the Premises using electric current in excess of 220 volts, nor connect, except through existing electrical outlets in the Premises or water pipes, any apparatus or device for the purposes of using electric current, water or other utilities.

7. CARE OF PREMISES

- 7.01. Tenant, at Tenant's own expense, shall take good care of the Premises and shall promptly repair all damages to the Premises and replace or repair any damaged or broken fixtures and appurtenances which are made necessary as a result of any use, misuse, neglect or negligence of Tenant, its employees or invitees. Landlord shall, however, maintain the landscaping and mow the lawn and maintain and repair ceilings, walls, floors; all doors, windows and plate glass; plumbing, pipes and fixtures; electrical wiring, switches, fixtures and equipment including lighting replacement for building standard lights and Premises exterior lighting; heating, ventilating and air conditioning equipment; fire sprinkler suppression and detection equipment; security wiring and equipment. Tenant shall maintain and repair any furniture, fixtures and improvements installed by or for Tenant. Landlord may, but shall not be required to do so, enter the Premises at all reasonable times to make any repairs as Landlord shall desire or deem necessary to the Premises or to any equipment located in the Premises or as Landlord may be required to do by the order or decree of any court or by any governmental authority.
- 7.02. Landlord shall repair and maintain the building exterior walls, foundations, roof and roofing, sidewalks, driveways and parking lot, except to the extent the repair and maintenance arises from any misuse, neglect or negligence of Tenant, its employees, or invitees. Landlord shall pay for or make replacements to the heating, ventilating, air conditioning equipment and fire sprinkler suppression equipment of a capital nature as reasonably determined by Landlord, except to the extent the replacements arise from any misuse, neglect or negligence of Tenant, its employees, or invitees. Landlord shall not be liable for any failure to make any repairs, replacements or to perform any maintenance until Landlord is given written notice of the need for such repairs, replacements or maintenance, and unless Landlord fails within a reasonable period of time, to commence such repairs, replacements, perform such maintenance, or to use due diligence in completing Landlord's obligations. There shall be no liability of Landlord by

reason of any entry to or interference with Tenant's business arising from the making of any repairs in or to any portion of the Premises or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any provision of statutory or common law now or hereafter in effect.

7.03. If during the term of this Lease, Landlord should make any alteration or addition to said Premises, Landlord, at its sole cost and expense, agrees to comply with applicable requirements of Title III of the Americans With Disabilities Act (Act) Public Law 101-336 (July 26, 1990) and any regulations promulgated pursuant thereto. Tenant shall at Tenant's sole cost and expense (but subject to Landlord's prior written approval, which shall not be unreasonably withheld), make each and every alteration or addition to the Premises required to bring the Premises into compliance with the requirements imposed by the Act and any regulations promulgated pursuant thereto during the term of this Lease, and any period of holding over by Tenant ("ADA Requirements"), if

a. The requirement for such alteration or addition arises as a result of:

- (1) Any alteration or addition by Tenant.
- (2) Any violation by Tenant of any ADA Requirements.
- (3) A special use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant (including but not limited to use for a facility which constitutes, or if open to the public generally would constitute, a "place of public accommodation" under the ADA Requirements).
- (4) The special needs of the employee(s) of Tenant or any assignee or subtenant of Tenant.

b. The ADA requirements would otherwise make Tenant rather than Landlord primarily responsible for making such alteration or addition. In the event the Act or any regulations promulgated pursuant thereto requires alterations, other than those set forth above, then Landlord shall make the alterations.

8. ASSIGNMENT AND SUBLETTING

8.01. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Tenant or Tenant's employees, including those of its affiliates, without the prior written consent of Landlord in each instance. Landlord's consent may be withheld in its sole and absolute discretion. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Section 9 shall be voidable and shall, at the option of Landlord terminate this Lease. The consent by Landlord to any assignment or subletting shall not be

construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued.

9. ALTERATIONS

- 9.01. Tenant shall make no alterations, additions or improvements (including initial tenant improvements) to the Premises without the prior written consent of Landlord. Landlord may impose, as a condition of such consent, such requirements as Landlord in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time or times at which, and the contractor by whom such work shall be done. Any such consent by Landlord shall be for its own purposes and shall not be a representation that such alterations, additions, and improvements are in compliance with any codes, ordinances, regulations or laws nor that they are suitable for Tenant's use.
- 9.02. All such alterations, additions, and improvements shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the term hereof. Notwithstanding anything herein to the contrary, Tenant shall be allowed, at the termination of this Lease, to remove all of Tenant's furniture, equipment and personal property, provided Tenant is not in default of this Lease.

10. CERTAIN RIGHTS RESERVED BY LANDLORD

- 10.01. Landlord shall have the following rights, exercisable without notice or giving rise to any claim for set off or abatement of rents:
- a. To change the Premises' name or street address.
 - b. To designate and/or approve any and all signs at the Premises.
 - c. To designate and/or approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment.
 - d. To show the Premises to prospective tenants at reasonable hours and if vacated by Tenant, to prepare the Premises for re-occupancy.
 - e. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. No lock shall be changed and no new lock shall be installed without the prior written consent of Landlord.
 - f. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Premises or in any part thereof and for such purposes to enter upon the Premises and during the continuance of any such work, to temporarily close doors, entryways, and corridors in the Premises and to interrupt or temporarily suspend building services and facilities, all

without abatement of rent or affecting any of Tenant's obligations hereunder so long as the work does not materially interfere with Tenant's use of the Premises.

- g. To have and retain a paramount title to the Premises, free and clear of any act of Tenant purporting to burden or encumber it.
- h. To grant or deny to anyone the right to conduct any business or render any service in or to the Premises, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein.
- i. To require all furniture and similar items to be moved into and/or out of the Premises only at such times and in such manner as Landlord shall direct in writing. Movements of Tenant's property into or out of the building and within the Premises are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permission before allowing any such property to be moved into or out of the Premises.

11. DAMAGE TO PROPERTY; INJURY TO PERSONS; INSURANCE

11.01. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises, from the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold Landlord harmless from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or of its agents or employees, and from all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises from any cause which does not result from the negligence or intentional acts of Landlord or anyone for whom Landlord is responsible.

11.02. Landlord or anyone authorized to act for Landlord shall not be liable for any damage to property entrusted to employees of the Premises nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other place resulting from dampness or any other cause whatsoever which does not result from the negligent or intentional acts of Landlord. Landlord or its manager shall not be liable for interference with the natural light, nor shall Landlord be liable for any defect in the Premises. Tenant

shall give prompt notice to Landlord of any fire, accident or defect discovered upon the Premises.

11.03. Tenant agrees to carry at its own expense throughout the term of the Lease, commercial general liability insurance insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises with a combined single limit of liability of \$1,000,000, or, in the alternative, \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage. Tenant shall deliver a Certificate of Insurance to Landlord prior to the date of occupancy of the Premises and said insurance policy shall list and protect Landlord and Tenant as their interests may appear and shall contain an endorsement stating that the insurer agrees to give no less than thirty (30) days prior written notice to Landlord in the event of modification or cancellation thereof.

11.04. Tenant shall be responsible for its own personal property insurance.

12. FIRE OR CASUALTY

12.01. If any part of the Premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In the event the Premises (including machinery and equipment used in its operation) are destroyed or damaged by fire or other casualty to the extent that said Premises cannot be repaired within thirty (30) days after Landlord receives such notification thereof, then either Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other within fifteen (15) days after the occurrence of the damage or destruction.

12.02. If this Lease is not terminated as provided in Section 13.01, Landlord shall proceed to complete the necessary restoration or repairs with reasonable promptness, and this Lease shall continue in effect.

12.03. Landlord shall not be obligated to repair any damage by fire or other cause or to make any repairs or replacements of any items or leasehold improvements originally installed by Tenant.

13. ACCESS

13.01. Landlord and anyone authorized by Landlord shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Premises and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable. If Tenant shall not personally be present to open and permit an entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key or may enter forcibly, without liability to Tenant, except for

any failure to exercise due care of Tenant's property, and without breaching the terms of this Lease.

14. CONDEMNATION

14.01. If the whole of the Premises shall be taken or condemned by any governmental authority for any public use or sold to prevent the exercise thereof (collectively, a "taking"), this Lease shall automatically terminate as of the date of such taking. In the event of a taking of such portion of the Premises as shall, in the opinion of Landlord, substantially interfere with the operation thereof, the term of this Lease shall end on the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Current rent shall be apportioned as of the date of such termination.

14.02. In the event of a taking which does not result in the termination of this Lease, Landlord shall with reasonable diligence make repairs or restoration only to those portions of the Premises that were originally provided at Landlord's expense. The repair and restoration of items in the Premises not provided at Landlord's expense shall be the obligation of Tenant.

15. THIS ARTICLE IS INTENTIONALLY LEFT BLANK BY AGREEMENT.

16. ENVIRONMENTAL

16.01. Tenant (including its employees, agents, contractors, or invitees) shall not cause or permit the release, discharge or disposal, nor the presence, use, transportation, generation or storage of any hazardous material (as hereafter defined) in, on, under, about, to or from the Premises other than the use of such materials in de minimus quantities reasonably necessitated by their regular business activities and utilized in conformance with all applicable laws.

16.02. Tenant further agrees and covenants to Landlord the following:

- a. To comply with all Environmental Laws in effect, or which may come into effect, applicable to the Tenant or Tenant's use and occupancy of the Premises;
- b. To immediately notify Landlord, in writing, of any existing, pending or threatened (i) investigation, inquiry, claim or action by any governmental authority in connection with any Environmental Laws; (ii) third party claims; (iii) regulatory actions; and/or (iv) contamination of the Premises.
- c. Tenant shall, at Tenant's expense, investigate, monitor, remediate, and/or clean up any Hazardous Material or other environmental condition on, about, or under the Premises created as a result of Tenant's use or occupancy of the Premises;

- d. To keep the Premises free of any lien imposed pursuant to Tenant's responsibility, under this Article 19.
- e. To indemnify, defend, and save Landlord harmless from and against any and all claims (including personal injury, real, or personal property damage), actions, judgments, damages, penalties, fines, costs, liabilities, interest, or attorneys' fees that arise, directly or indirectly, from Tenant's violation of any Environmental Laws resulting in the presence of any Hazardous Materials on, under or about the Premises.

16.03. The Tenant's obligations, responsibilities, and liabilities under this Article shall survive the expiration of this Lease.

16.04. For purposes of this Article the following definitions apply:

- a. "Hazardous Materials" shall mean: (1) any "hazardous waste" and/or "hazardous substance" defined pursuant to any Environmental Laws; (2) asbestos or any substance containing asbestos; (3) polychlorinated biphenyls; (4) lead; (5) radon; (6) pesticides; (7) petroleum or any other substance containing hydrocarbons; (8) any substance which, when on the Premises, is prohibited by Environmental Laws; and (9) any other substance, material, or waste which, (i) by any Environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal or (ii) is defined or classified as hazardous, dangerous or toxic pursuant to any legal requirement.
- b. "Environmental Laws" shall mean: any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements, relating to human health or safety or to the environment, including, but not limited to, those applicable to the storage, treatment, disposal, handling and release of any Hazardous Materials, all as amended or modified from time to time.

17. WAIVER

17.01. No waiver by Landlord of any provision of this Lease or any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant whether or not similar to the act so consented to or approved. No act done by Landlord or anyone authorized by Landlord during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of anyone authorized by Landlord shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the

keys to any such employee shall not operate as a termination of the Lease or a surrender of the Premises.

- 17.02. Except as provided in Article 22 relating to Landlord's remedies, Tenant hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of rent or for possession and waives the service of any other notice or demand prescribed by any statute or other law.

18. DEFAULTS; REMEDIES; EARLY TERMINATION

- 18.01. The occurrence of any one or more of the following events shall constitute a material default ("Default") and breach of this Lease by Tenant:

- a. The vacating or abandonment of the Premises by Tenant.
- b. The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.
- c. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described above, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant.

- 18.02. In the event of any Default by Tenant, at any time thereafter, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such Default or breach, Landlord may; (a) choose not to reenter but to hold Tenant responsible for all terms of this Lease, (b) reenter the Premises and terminate this Lease and hold Tenant responsible for all damages resulting from the breach; or (c) reenter the Premises, keep this Lease in force, and attempt to relet the Premises on behalf of Tenant as Tenant's agent. Upon reentering the Premises, Landlord may relet the Premises or any part thereof for such term, on such conditions and at such rental as Landlord may deem advisable with the right to make alterations and repairs to the Premises. Landlord may remove therefrom all automobiles, signs and other property, and such property may be removed and stored in any place for the account and at the expense and risk of Tenant or, in the alternative, such property may be otherwise disposed of by Landlord. Tenant hereby waives all claims for damages which may be caused by the reentry of Landlord and taking possession of the Premises, or the removing or storage of the property as herein provided, and will indemnify and save Landlord harmless from any loss, cost or damages occasioned thereby, and no such reentry shall be considered or construed to be forcible entry or detainer.

19. SURRENDER OF POSSESSION

19.01. Upon the termination of this Lease and the term hereby created or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as aforesaid, Tenant will at once surrender possession of the Premises to Landlord in good order, repair and condition, ordinary wear and tear or loss by casualty excepted. Without limiting the generality of the foregoing, Tenant agrees to remove, at the termination of this Lease, the items of furniture, equipment and personal property to which Tenant is entitled under Article 10 hereof. 19.02. All damage to the Premises caused by Tenant's moving of property in or out of the Premises, including damage to floors due to overloading, shall be fully repaired at Tenant's sole cost and expense. If Tenant shall fail or refuse to remove all such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and the title thereto shall thereupon pass to Landlord without any cost either by set off, credit allowance or otherwise, and Landlord may, at its option, accept the title to such property, or, at Tenant's expense, (a) remove the same or any part thereof in any manner that Landlord shall choose and (b) either store or otherwise dispose of the same without incurring liability to Tenant or any other person.

20. NOTICES

20.01. All notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered to each as follows:

a. To Landlord: State Farm Insurance Companies
One State Farm Plaza, Corporate Law Department, E-3
Bloomington, IL 61710
Attention: James R. Engelman

b. To Tenant: County of McLean
McLean County Law & Justice Center
104 West Front Street, Suite 701
PO Box 2400
Bloomington, IL 61702-2400
ATTN: John M. Zeunik

20.02. Mailed notices shall be sent by United States certified or registered mail, postage prepaid. Such notices shall be deemed to have been given upon posting in the United States mail.

21. INABILITY TO PERFORM

- 21.01. This Lease and the obligations of either party hereunder shall not be affected or impaired because said party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any strike, other labor dispute or other cause beyond the reasonable control of said party. The foregoing shall be inapplicable to the payment of rent by Tenant.

22. OPTION TO RENEW

- 22.01 In the event Tenant is not then in default in any of its obligations under this lease, Landlord hereby grants to Tenant an option to renew this lease for sixty (60) days on the same terms, conditions and for the same rental amount as the initial lease term. To exercise this option, Tenant shall give Landlord 30 days written notice of Tenant's intention to renew the lease.

23. MISCELLANEOUS

- 23.01. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.
- 23.02. The provisions hereof shall apply without regard to the number or gender of words and expressions used herein.
- 23.03. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of Landlord and of Tenant, but also their respective heirs, legal representatives, successors and assigns, provided this clause shall not permit any assignment contrary to the provisions of Article 9 hereof.
- 23.04. Submission of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.
- 23.05. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.
- 23.06. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.
- 23.07. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
- 23.08. The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- 23.09. This Lease, including exhibits, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no

prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

23.10. This Lease shall be governed by and controlled pursuant to the laws of the state in which the Premises are situated. It is acknowledged and agreed that Landlord shall not be deemed to be a "government contractor" as a result of this lease.

23.11. In the event of any legal action or proceeding brought by either party against the other out of this Lease in any manner whatsoever, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

23.12. It is acknowledged and understood that the Building is a smoke free building.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease to be effective the day and year first above stated.

TENANT:

COUNTY OF MCLEAN, ILLINOIS

BY:

John M. Zennaro

ITS: McLEAN County Administrator

LANDLORD:

STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY

BY:

[Signature]

Asst. V. P.

Rules And Regulations (Exhibit A)

EXHIBIT "A"

RULES AND REGULATIONS

The rules and regulations set forth in this Exhibit shall be and hereby are made a part of the Lease (the "Lease") to which they are attached. Whenever the term "Tenant" is used in these rules and regulations, it shall be deemed to include Tenant, its employees or agents and any other persons permitted by Tenant to occupy or enter the Premises. The following rules and regulations may from time to time be modified by Landlord.

1. Tenant shall not conduct directly or indirectly any auction upon the Premises, or permit any other person to conduct an auction upon the Premises. Tenant shall not conduct malodorous activities in or about the Premises or the building.
2. No cooking shall be done upon the Premises, except as expressly approved by Landlord, provided, however, that the heating, refrigerating, and preparing of beverages and light snacks shall be permitted if there are appropriate facilities and equipment for such purposes. All electrical equipment used by Tenant shall be U.L. approved. Nothing shall be done or permitted and nothing shall be brought into or kept upon the Premises which would impair or interfere with any of the Building services or the proper and economic heating, cooling, cleaning, or other servicing of the Building or the Premises, nor shall there be installed by Tenant any ventilating, air-conditioning, electrical, or other equipment of any kind, that, in the judgment of Landlord, might cause any such impairment or interference.
3. Tenant shall not install or operate any steam or gas engine or boiler, upon the Premises. The use of oil, gas, or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought upon the Premises. Tenant shall not use any other method of heating than that supplied by Landlord.
4. Tenant must observe strict care not to leave the Premises interior exposed to the elements, and for any default or carelessness in this respect, Tenant shall make good all injuries or damages sustained to the Premises and Landlord. In this regard, it is Tenant's responsibility to see that all windows are closed prior to leaving the Premises each day.
5. Should Tenant desire to place in the Building any unusually heavy equipment, including, but not limited to, large files, safes, and electronic data processing equipment, Tenant shall first obtain written approval of Landlord to place such items within the Building and for the proposed location in which such equipment is to be installed. Landlord shall have the power to prescribe the weight and position of any equipment that may exceed the weight load limits of the building

structure, and may further require, at Tenant's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required, and/or determine whether or not such equipment can be safely placed within the Building. Landlord shall not be responsible for the loss of or damage to such furniture or equipment from any cause. There shall not be used in the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

6. Tenant shall not place additional locks or bolts of any kind upon any of the doors or windows of the Premises and no lock on any door therein shall be changed or altered in any respect. Duplicate keys (if applicable) shall be procured only from Landlord, which may make a reasonable charge therefor. Upon the termination of a Tenant's Lease, all keys of the Premises shall be delivered to Landlord.
7. If the Premises become infested with vermin, Tenant, at his sole expense, shall cause the Premises to be exterminated, from time to time, to the satisfaction of Landlord.
8. Landlord shall have the right to prohibit any advertising by Tenant that, in Landlord's opinion, tends to impair the reputation of the Premises or its desirability as a building or offices and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
9. The sidewalks, entries, passages, and driveways shall not be obstructed or used by Tenant, for any other purpose than ingress and egress to and from the respective building.
10. No animals, birds, or pets of any kind shall be allowed upon the Premises other than might be required for the seeing or hearing impaired. Animals for this purpose shall not be domiciled overnight on the Premises.
11. The water closets, urinals, waste lines, vents, or flues of the Building shall not be used for any purpose other than those for which they were constructed, and no rubbish, acids, vapors, newspapers, or other such substances of any kind shall be thrown into them. The expense caused by any breakage, stoppage, or damage resulting from a violation of this rule by Tenant, shall be paid by Tenant.
12. No television antenna or satellite dish installation shall be made upon the Premises, without the Landlord's approval in writing.

13. Except as permitted by Landlord, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions, or floors of the Premises or of the Building and the repair cost of any defacement, damage, or injury caused by Tenant, shall be paid for by Tenant. Pictures, posters, calendars and like materials shall be hung on tacks,

magnets or small nails. Tenant shall not use adhesive hangers or tape for such purposes.

14. All glass, lighting fixtures, locks, and trimmings in or upon the doors and windows of the Premises shall be kept whole and whenever any part thereof shall be broken through any cause, the same shall immediately be replaced or repaired at Tenant's expense.
15. Tenant shall not go upon the roof of the Building, nor make any installations upon or through the roof or walls of the Building, without the prior written consent of Landlord.

Landlord reserves the right to rescind any of these rules and to make such other and further rules and regulations as in its judgment may from time to time be needful for the safety, care, and cleanliness of the Premises; such other and further rules, however, will not be inconsistent with the proper and rightful enjoyment by Tenant under this Lease.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
County Highway Fund 0120, Highway Department 0055**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Highway Fund 0120, the County Highway Department 0055, Road construction Program 0056; and,

WHEREAS, the County Board of McLean County, Illinois, at its meeting on April 15, 2003, approved the GIS Grant contract with IDOT that provides funding totaling \$80,000 for use during fiscal years 2003 through 2005 for a GIS Specialist and related support activities; and,

WHEREAS, the Transportation Committee, at a regular meeting on Tuesday, July 8, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's Highway Fund 0120 in the amount of \$48,120.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department 0055			
0120-0055-0056-0410.XXXX			
IDOT—GIS	\$0.00	\$48,120.00	\$48,120.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Highway Department 0055, Road Construction Program 0056 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Full-Time Employees Salaries 0120-0055-0056-0503.0001	\$710,738.00	\$17,859.00	\$728,597.00
County's IMRF Contribution 0120-0055-0056-0599.0001	\$0.00	\$832.00	\$832.00
Employee Medical/Life Insurance 0120-0055-0056-0599.0002	\$91,800.00	\$1,063.00	\$92,863.00
Social Security Contribution 0120-0055-0056-0599.0003	\$0.00	\$1,366.00	\$1,366.00
Schooling and Conferences 0120-0055-0056-0718.0001	\$13,000.00	\$6,000.00	\$19,000.00
Computer Equipment 0120-0055-0056-0833.0002	\$15,000.00	\$16,000.00	\$31,000.00
Software 0120-0055-0056-0833.0004	\$10,000.00	\$5,000.00	\$15,000.00
TOTAL:		\$48,120.00	

(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the County Engineer.

ADOPTED by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F Sweeney, Chairman
McLean County Board

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0106

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0106 Family Case Management/Health Works program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0142 Federal Financial Participation in Fund 0106, Department 0061, Program 0062, and increasing the appropriation by \$15,830 from \$79,880 to \$95,710.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0106, Department 0061, Program 0062, Family Case Management/Health Works program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 0	\$14,095	\$ 14,095
0599-0001	County IMRF Contrib.	\$ 24,864	\$ 657	\$ 25,521
0599-0003	Social Security Contrib.	\$ 41,118	\$ 1,078	\$ 42,196
TOTALS:		\$ 65,982	\$15,830	\$ 81,812

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day
of _____, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

Michael F. Sweeney Chairman of the
McLean County Board